

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(GREENBELT DIVISION)**

PATRICK J. HEALY
7552 Pepperell Drive
Bethesda, MD 20817

AND

ELLEN C. HEALY
7552 Pepperell Drive
Bethesda, MD 20817

Plaintiff(s),

v.

BWW LAW GROUP, LLC
6003 Executive Blvd., Suite 101
Rockville, MD 20852

SERVE: Jacob Geesing
6003 Executive Blvd.
Suite 101
Rockville, MD 20852

AND

SUNTRUST MORTGAGE, INC.
900 East Main Street
Richmond, VA 23219

SERVE: CSC-Lawyers Incorporating
Service Company
7 St. Paul Street
Suite 820
Baltimore, MD 21202

Defendant(s).

COMPLAINT

COME NOW the Plaintiffs Patrick J. Healy and Ellen C. Healy, by
and through counsel Shawn C. Whittaker and Whittaker & Associates,

P.C., and file this Complaint against Defendants BWW Law Group, LLC and Suntrust Mortgage, Inc., and in support thereof state the following:

PARTIES AND JURISDICTION

1. Plaintiffs Patrick J. Healy and Ellen C. Healy (hereinafter collectively "Healy") are residents of the State of Maryland and reside at Pepperell Drive, Bethesda, MD 20817.

2. Defendant BWW Law Group, LLC (hereinafter "BWW") is a Maryland limited liability company with a principal office located at 6003 Executive Blvd., Suite 101, Bethesda, MD 20852.

3. Defendant Suntrust Mortgage, Inc. (hereinafter "Suntrust") is a Virginia corporation, registered to do business in the State of Maryland, with a principal office located at 900 East Main Street, Richmond, VA 23219.

4. The events and omissions giving rise to the claims in this matter occurred in the State of Maryland.

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1332.

FACTS RELEVANT TO ALL COUNTS

HEALY'S MORTGAGE AND INITIAL FORECLOSURE

6. On April 25, 1990, Healy purchased as fee simple tenants by the entirety the real property located at 7552 Pepperell Drive, Bethesda, MD 20817 (hereinafter "Property"). *See Deed attached as Ex. 1.*

7. On or about December 27, 2006, Healy executed a Deed of Trust and a promissory note with Suntrust agreeing to pay Suntrust \$842,000.00 in periodic payments with the full balance to be paid no later than January 1, 2037. *See Deed of Trust attached as Ex. 2.*

8. Healy was and is employed in the financial securities market.

9. In 2008, due to issues in the securities market, Healy fell behind his mortgage payments.

10. On September 16, 2008, Suntrust served Healy with a Notice of Intent to Foreclose on the Property. *See Notice of Intent to Foreclose attached as Ex. 3.*

11. Thereafter, Healy contacted Suntrust and Suntrust provided Healy with a loan reinstatement balance.

12. In or around May, 2009, Healy remitted \$66,000.00 to Suntrust bringing his mortgage current.

13. However, Healy again became delinquent on payments.

14. On December 1, 2009, BWW f/k/a Bierman, Geesing, & Ward, LLC, on behalf of Suntrust, filed a foreclosure suit against Healy in the Circuit Court for Montgomery County, Maryland, Case No. 323892-V. *See Docket attached as Ex. 4.*

15. Due to the foreclosure suit, on May 12, 2010, Healy filed bankruptcy in the United States District Court for the District of Maryland, Case No. 10-20647. *See Docket attached as Ex. 5.*

SUNTRUST AND BWW'S ROBO-SIGNING

16. Upon information and belief, Suntrust and BWW used robo-signing in filing Healy's initial foreclosure Complaint. *See Oct. 12, 2010 Baltimore Sun article attached as Ex. 6.*

17. BWW has admitted to filing legal papers not signed by an attorney. *See Ex. 6.*

18. Jacob Geesing (hereinafter "Geesing"), a principal with Bierman, Geesing & Ward, LLC, admitted to robo-signing and instructing non-attorneys to sign his name to affidavits to file foreclosures. *See Att'y Grievance Comm. v. Geesing, Misc Docket AG No. 36, Sept. Term, 2012 attached as Ex. 7.*

19. Geesing also admitted to instructing notaries to notarize affidavits, which he did not sign. *See id.*

20. Due to his unlawful and unethical practices, Geesing was suspended from practicing law for 90 days. *See id.*

21. The Maryland Secretary of State removed numerous notaries at BWW due to their notarizing documents which were in fact not signed by the attorney. *See Ex. 6.*

22. Suntrust employed law firms, such as BWW, who were engaged in robo-signing, to foreclose on properties, including Healy's Property.

23. Even after learning of BWW's wrongful conduct, including robo-signing, Suntrust continued to employ BWW to file foreclosures.

24. Due to Suntrust's systematic misconduct, including robo-signing, the United States and State Governments brought claims against Suntrust.

25. As part of consent orders with federal banking regulators, the Office of the Controller of the Currency ("OCC"), the Office of Thrift Supervision ("OTS"), and the Board of Governors of the Federal Reserve System (FRB), the Independent Foreclosure Review was established to determine whether eligible homeowners suffered financial injury because of errors or other problems during the foreclosure process.

26. Concurrent with these claims, the Federal Government sought relief for victims of robo-signing by initiating an "Independent Foreclosure Review" process on a massive national scale to include Suntrust amongst other lenders.

27. On December 30, 2012, Healy applied for and was accepted into the Federal Government's "Independent Foreclosure Review" program.

28. In January, 2013, the Federal banking regulators entered into agreements with 13 mortgage servicers, including Suntrust, which ended the Independent Foreclosure Review.

29. In consideration for ending this review, Suntrust and the other lenders who committed the wrongful and fraudulent acts agreed to undertake a loan modification process, a mediation process for distressed situations, certain financial payments to borrowers ranging

from hundreds of dollars to \$125,000.00, a cessation of all robo-signing, a review and improvement of their mortgage servicing operations, and various other commitments that endeavored to bring "fairness" to injured borrowers.

30. Under the Agreement, borrowers receiving a payment as a result of the Agreement were not required to waive any claims against the lender/servicer.

31. Suntrust settled the government claims, which included payment to borrowers who lost their homes due to Suntrust's wrongful conduct.

32. Healy received a small payment from Suntrust.

HEALY'S BANKRUPTCY AND SECOND FORECLOSURE

33. While Healy's bankruptcy suit was pending, Healy made payment to Suntrust bringing the loan current.

34. Consequently, BWB dismissed the foreclosure suit.

35. However, Suntrust's and BWB's improper and wrongful conduct caused the bankruptcy filing.

36. In effect, Suntrust's and BWB's use of robo-signing accelerated the foreclosure process necessitating Healy's bankruptcy filing.

37. This acceleration caused Healy to suffer severe damages.

38. As such, Healy again became delinquent in payments to Suntrust.

39. On December 11, 2013, Suntrust served Healy with yet another Notice of Intent to Foreclose on the Property. *See Notice attached as Ex. 8.*

40. On January 29, 2014, Carrie Ward, a principal at BWW, on behalf of Suntrust, filed another foreclosure suit against Healy in the Circuit Court for Montgomery County, Maryland, Case No. 386552-V. *See Docket attached as Ex. 9.*

41. After the second foreclosure filing, Healy applied for numerous loan modifications with Suntrust.

42. However, Suntrust repeatedly denied Healy's loan modification applications while at the same time sending Healy letters instructing Healy to contact Suntrust to discuss options to bring the mortgage current.

43. On October 10, 2014, BWW sent a Notice of Foreclosure Sale scheduling the sale of the Property for October 29, 2014.

44. As Healy questioned the validity of Suntrust and BWW's filings, Healy requested that Cina L. Wong (hereinafter "Wong"), a handwriting expert, review and examine the documentation prepared by BWW on behalf of Suntrust in the 2009 and 2014 foreclosures.

45. Wong noted numerous discrepancies between the signatures of both Geesing and Howard Bierman, both attorneys at BWW, in the 2009 and the 2014 foreclosure filings. *See Expert Report attached as Ex. 10.*

HEALY'S PAYMENT TO PREVENT FORECLOSURE SALE

46. Prior to the foreclosure sale from the 2014 foreclosure, Healy contacted BWW and Suntrust to obtain a payoff amount to stop the pending foreclosure sale.

47. BWW informed Healy that the payoff amount was \$246,733.25. *See Email attached as Ex. 11.*

48. The foreclosure sale was scheduled for the following morning, October 29, 2014.

49. When Healy attempted to pay Suntrust, without any explanation, BWW informed Healy that the pay-off amount was in fact \$248,833.25. *See Email attached as Ex. 12.*

50. To prevent the sale, Healy paid the increased amount to Suntrust, through BWW.

51. However, after remitting payment to Suntrust through BWW, Healy was informed that the increased amount was again incorrect and that Suntrust owed Healy a refund.

52. Despite promises from Suntrust and BWW that they would refund Healy's over-payment, they did not pay.

53. While interest rates decreased dramatically, Suntrust used robo-signing to accelerate the foreclosure process to take advantage of the previous higher interest rates and prevent Healy from re-financing the Property to obtain lower interest rates.

54. In fact, Healy's \$248,833.25 payment to Suntrust did not include any principal amount, with the overwhelming percentage of the payment being applied to the above-market interest.

55. Suntrust's conduct had the effect of preventing Mr. Healy from securing a more reasonable, market based interest rate and unjustly enriching itself in the process.

56. Suntrust and BWW's use of robo-signing to accelerate the foreclosure process negated Healy's ability to refinance and obtain a lower interest rate.

57. Healy has continuously attempted to work with Suntrust and BWW to pay the mortgage.

58. However, BWW and Suntrust continue to attempt to foreclose on Healy's Property.

59. Suntrust has planned another sale of Healy's Property to take place on December 8, 2015. *See Notice of Trustee's Sale, attached as Ex. 13.*

60. Suntrust only mailed the Notice to Healy on November 24, 2015. *See Ex. 13.*

61. Despite request from Healy, neither Suntrust or BWW provided a payoff amount to allow Healy to stop his Property. *See Email attached as Ex. 14.*

62. Suntrust's continued wrongful conduct continues to cause Healy damages.

APPLICABLE LAW

63. Pursuant to 15 U.S.C. § 1692, et seq., the Fair Debt Collection Practices Act, one may not use any false representations or deceptive means to collect or attempt to collect a debt.

64. Pursuant to 15 U.S.C. § 1692(e)(10), "[t]he use of any false representation or deceptive means to collect or attempt to collect any debt..." is a violation of the Federal Fair Debt Collection Practices Act.

65. Pursuant to Md. Code Ann., Com. Law § 14-202(8) and (9), "[i]n collecting or attempting to collect an alleged debt a collector may not: (8) Claim, attempt, or threaten to enforce a right with knowledge that the right does not exist; or (9) Use a communication which simulates legal or judicial process or gives the appearance of being authorized, issued, or approved by a government, governmental agency, or lawyer when it is not."

66. Pursuant to Md. Code Ann., Com. Law § 13-301(1) and (3), "[u]nfair or deceptive trade practices include any: (1) False, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency or effect of deceiving or misleading consumers" is a violation of the Maryland Consumer Protection Act.

67. Pursuant to Md. Code Ann., Com. Law § 13-301(3), "[f]ailure to state a material fact if the failure deceives or tends to deceive" is also a violation of the Maryland Consumer Protection Act.

68. Pursuant to Md. Code Ann., Com. Law § 13-303, "[a] person may not engage in any unfair or deceptive trade practice... in: (5) [t]he collection of consumer debts."

69. Pursuant to 18 U.S.C. § 1961, et seq., "[i]t shall be unlawful for any person who has received any income derived, directly or indirectly, from a pattern of racketeering activity or through collection of an unlawful debt in which such person has participated as a principal within the meaning section 2, title 18, United States Code [18 USCS § 2], to use or invest, directly or indirectly, any part of such income, or the proceeds of such income, in acquisition of any interest in, or the establishment or operation of, any enterprise which is engaged in, or the activities of which affect, interest or foreign commerce."

70. Pursuant to 18 U.S.C. § 1962(c), "[i]t shall be unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity or collection of unlawful debt."

71. Suntrust and BWW have used interstate commerce and unlawful practices to attempt to collect debt from Healy.

72. Due to BWW and Suntrust's continued pattern of false, deceptive and misleading representations and practices, Healy has sustained damages in an amount exceeding \$4,500,000.00.

COUNT I
VIOLATION OF THE FEDERAL FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. § 1692, ET SEQ.
(AS TO BWW AND SUNTRUST)

73. Healy incorporates the preceding paragraphs as if fully stated herein and further states the following:

74. Healy executed a Deed of Trust with Suntrust and agreed to pay Suntrust \$842,000.00 in periodic payments.

75. Healy fell behind in his payments, but remedied the situation each time.

76. BWW and Suntrust initiated two separate foreclosure proceedings against Healy in 2009 and 2014.

77. In both foreclosure proceedings, BWW and Suntrust used abusive, false, misleading and deceptive practices in having documents robo-signed by people other than the purported attorneys listed on the documents to wrongfully accelerate Healy's foreclosure.

78. Due to the 2009 foreclosure proceedings, Healy was forced to file bankruptcy.

79. The bankruptcy had devastating effects on both Healy's career and financial status, as Healy was and is employed in the financial securities market.

80. The bankruptcy harmed Healy's reputation in the financial market, where one's financial history plays a significant role in one's business reputation.

81. Additionally, BWW and Suntrust provided Healy with an incorrect payoff amount on the eve of BWW and Suntrust's scheduled foreclosure sale.

82. Healy was prepared to pay Suntrust and BWW the amount provided by Suntrust and BWW, but was provided incorrect amounts more than once, including the night preceding the foreclosure sale and the day of the sale.

83. Only after making payment, Healy was informed that BWW and Suntrust had, again, made false and misleading representations to Healy regarding the actual amount owed to Suntrust.

84. Suntrust and BWW informed Healy that, in fact, Suntrust and BWW would owe Healy a refund from the certified funds that Healy paid to Suntrust and BWW.

85. Despite assurances from BWW and Suntrust that they would refund Healy's money, they never did.

86. Because Suntrust and BWW utilized robo-signatures, they were able to accelerate the foreclosure proceedings, thereby forcing Healy to pay higher than market rates, the difference of which he has continued to pay.

87. Suntrust has again filed for foreclosure against Healy.

88. The current foreclosure is a result of Suntrust's and BWW's continued systematic abusive, false, deceptive, and misleading practices.

89. Suntrust and BWW have used unfair means to collect debt from Healy.

90. The filing of robo-signed foreclosure documents on numerous occasions, falsely notarizing documents, and providing Healy with incorrect pay-off amounts were abusive, false, deceptive, and misleading practices.

91. Healy is a consumer.

92. BWW is a debt collector.

93. Healy has suffered damages due to Suntrust's and BWW's abusive, false, deceptive, and misleading conduct.

94. BWW's and Suntrust's conduct was and is egregious, willful, and malicious.

WHEREFORE, Plaintiffs Patrick J. Healy and Ellen C. Healy respectfully request that this Court enter judgment against Defendants BWW Law Group, LLC and Suntrust Mortgage, Inc., jointly and severally, for the following:

- A. Compensatory damages of \$4,500,000.00;
- B. Statutory damages of \$1,000.00;
- C. Reasonable attorneys' fees;
- D. Costs of this action; and
- E. Any other remedy this Court deems just and proper.

COUNT II
VIOLATION OF THE MARYLAND CONSUMER DEBT COLLECTION ACT
MD. CODE ANN., COM. LAW § 14-201, ET SEQ.
(AS TO BWW)

95. Healy incorporates the preceding paragraphs as if fully stated herein and further states the following:

96. Healy executed a Deed of Trust with Suntrust and agreed to pay Suntrust \$842,000.00 in periodic payments.

97. Healy fell behind in his payments, but remedied the situation each time.

98. BWW initiated two separate foreclosure proceedings against Healy in 2009 and 2014.

99. In both foreclosure proceedings, BWW and Suntrust used deceptive practices by using robo-signing of documents.

100. BWW acted with knowledge that it did not possess the right to initiate the foreclosure proceedings through the use of documents bearing improper and deceptive robo-signatures.

101. BWW used documents and communications bearing improper robo-signatures to simulate or give the appearance that such documents were authorized, issued, or approved by a lawyer, when they were not, and merely robo-signed.

102. BWW violated the Maryland Consumer Debt Collection Act.

103. Healy suffered monetary damages, emotion distress and/or mental anguish due to BWW's wrongful actions.

WHEREFORE, Plaintiffs Patrick J. Healy and Ellen C. Healy respectfully request that this Court enter judgment against Defendant BWW Law Group, LLC for the following:

- A. Compensatory damages of \$4,500,000.00;
- B. Reasonable attorneys' fees;
- C. Costs of this action; and
- D. Any other remedy this Court deems just and proper.

COUNT III
VIOLATION OF THE MARYLAND CONSUMER PROTECTION ACT
MD. CODE ANN., COM. LAW § 13-101, ET SEQ.
(AS TO BWW AND SUNTRUST)

104. Healy incorporates the preceding paragraphs as if fully stated herein and further states the following:

105. BWW and Suntrust used deceptive, false, and misleading practices in attempting to collect a debt from Healy.

106. BWW acted as a substitute trustee for Suntrust, and not as an attorney rendering professional services as a lawyer, when BWW initiated the foreclosure proceedings against Healy.

107. BWW was not providing professional services as a lawyer in issuing documents and communications bearing robo-signatures.

108. Because BWW and Suntrust utilized robo-signatures, they were able to accelerate the foreclosure proceedings, thereby forcing Healy to accept a loan at higher than market rate, the difference of which he has continued to pay.

109. Healy relied to his detriment on BWW and Suntrust's robo-signed documents as representing legitimate foreclosure proceedings, and as a result accepted a loan at higher than market rate.

110. BWW and Suntrust made false and misleading representations to Healy regarding the actual amount owed to keep Healy's house from being sold.

111. Healy relied to his detriment on BWW and Suntrust's representations as to the actual amount owed to keep Healy's house from being foreclosed on, which caused Healy to pay more than was due.

WHEREFORE, Plaintiffs Patrick J. Healy and Ellen C. Healy respectfully request that this Court enter judgment against Defendants BWW Law Group, LLC and Suntrust Mortgage, Inc., jointly and severally, for the following:

- A. Compensatory damages of \$4,500,000.00;
- B. Statutory damages of \$1,000.00;
- C. Reasonable attorneys' fees;
- D. Costs of this action; and
- E. Any other remedy this Court deems just and proper.

COUNT IV
VIOLATION OF FEDERAL RACKETEER
INFLUENCED AND CORRUPT ORGANIZATIONS ACT
18 U.S.C. § 1961, ET SEQ.
(AS TO BWW AND SUNTRUST)

112. Healy incorporates the preceding paragraphs as if fully stated herein and further states the following:

113. BWW and Suntrust engaged in a pattern of racketeering activity by falsifying foreclosure documents, threatening to sell Healy's home if Healy did not pay incorrect amounts to Suntrust and BWW, and attempting to collect unlawful debts.

114. BWW and Suntrust both admitted to using robo-signing and collecting incorrect amounts from Healy.

115. BWW and Suntrust engaged in a pattern of racketeering activity by mailing and emailing Healy falsely executed documents and statements which contained incorrect amounts allegedly owed by Healy.

116. BWW and Suntrust have participated in robo-signing and filing of falsely notarized documents to accelerate filings and collect higher interest, penalties, fees, and incorrect amounts from Healy and to deprive Healy of his Property through foreclosure.

117. BWW and Suntrust's activities have caused Healy to incur substantial damages.

118. BWW's and Suntrust's conduct was and is egregious, willful and malicious.

WHEREFORE, Plaintiffs Patrick J. Healy and Ellen C. Healy respectfully request that this Court enter judgment against Defendants BWW Law Group, LLC and Suntrust Mortgage, Inc., jointly and severally, for the following:

- A. Compensatory damages of \$4,500,000.00;
- B. Treble damages of \$13,500,000.00;
- C. Reasonable attorneys' fees;

D. Costs of this action; and

E. Any other remedy this Court deems just and proper.

COUNT V
RESPONDEAT SUPERIOR
(AS TO SUNTRUST)

119. Healy incorporates the preceding paragraphs as if fully stated herein and further states the following:

120. Suntrust is the lender on Healy's mortgage.

121. At all times relevant hereto, BWW was employed by Suntrust as an agent to initiate and process foreclosure proceedings on behalf of Suntrust.

122. BWW initiated and processed foreclosure proceedings against Healy on more than one occasion using false, misleading, and deceptive practices.

123. Due to BWW's conduct as an agent of Suntrust, Healy has incurred substantial damages.

124. BWW committed its actions within the scope of its employment as Suntrust's agent and in furtherance of Suntrust's interests.

125. As BWW acted as Suntrust's agent, Suntrust is responsible for all of the false, misleading and deceptive actions of BWW committed within BWW's scope of employment as Suntrust's agent.

WHEREFORE, Plaintiffs Patrick J. Healy and Ellen C. Healy respectfully request that this Court enter judgment against Defendant Suntrust Mortgage, Inc. for the following:

A. Compensatory damages of \$4,500,000.00;

B. Punitive damages, including attorneys' fees, of
\$13,500,000.00;

C. Costs of this action; and

D. Any other remedy this Court deems just and proper.

Respectfully submitted,

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